

EXHIBIT A

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 32889 - FOX CAPITAL CT Lien Solutions 59022292 P.O. Box 29071 NVNV Glendale, CA 91209-9071

File with: Secretary of State, NV

CT Lien Solutions
Representation of filingThis filing is Completed
File Number : 2017014225-9
File Date : 23-May-2017

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME Batra MFG Co				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 45 Affonso Dr	CITY Carson City	STATE NV	POSTAL CODE 89706	COUNTRY USA
2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME Thomas	FIRST PERSONAL NAME Suzanne	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS 47 Affonso Dr	CITY Carson City	STATE NV	POSTAL CODE 89706	COUNTRY USA

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY); Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Fox Capital Group Inc				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 140 Broadway, 46th Fl	CITY New York	STATE NY	POSTAL CODE 10005	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

All assets now or hereafter acquired and wherever located , including but not limited to , the following subcategories of assets:
a. Accounts , including but not limited to , credit car receivables b.chattel paper c. inventory d. equipment e. Instruments , including but not limited to , promissory notes ; f. investment property ; g. documents h. deposit accounts ;i. letter of credit rights; j.general intangibles ; k. supporting obligations; proceeds pf products of the forgoing .

NOTICE PURSUANT TO AN AGREEMENT

BETWEEN DEBTOR AND SECURED PARTY , DEBTOR HAS AGREED TO FURTHER ENCUMBER THE COLLATERAL DESCRIBED HEREIN , THE FURTHER ENCUMBERING OF WHICH MAY CONSTITUTE THE TORTUOUS INTERFERENCE WTH THE SECURED PARTY'S RIGHT BY SUCH ENCUMBRANCE

IN THE EVENT THAT ANY ENTITY IS GRANTED A SECURITY INTEREST IN DEBTOR'S ACCOUNTS , CHATTEL , PAPER OR GENERAL INTANGIBLES CONTRARY TO THE ABOVE , THE SECURED PARTY'S ASSERTS A CLAIM TO ANY PROCEEDS THEREOF RECEIVED BY SUCH ENTITY .

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

6b. Check only if applicable and check only one box:

Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

Agricultural Lien Non-UCC Filing

7 ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

59022292 003

Fox Capital Group , Inc.

SECURITY AGREEMENT AND GUARANTY

Merchant's Legal Name: BETRA MFG. CO. D/B/A: SAME
 Physical Address: 45 AFFONSO DR City: CARSON CITY State: NV Zip: 89706
 Federal ID# 86-0876515

SECURITY AGREEMENT

Security Interest. This Agreement will constitute a security agreement under the Uniform Commercial Code. Merchant grants to FCG a security interest in and lien upon: (a) all accounts, chattel paper, documents, equipment, general intangibles, instruments, and inventory, as those terms are defined in Article 9 of the Uniform Commercial Code (the "UCC"), now or hereafter owned or acquired by Merchant, (b) all proceeds, as that term is defined in Article 9 of the UCC (c) all funds at any time in the Merchant's Account, regardless of the source of such funds, (d) present and future Electronic Check Transactions, and (e) any amount which may be due to FCG under this Agreement, including but not limited to all rights to receive any payments or credits under this Agreement (collectively, the "Secured Assets"). Merchant agrees to provide other security to FCG upon request to secure Merchant's obligations under this Agreement. Merchant agrees that, if at any time there are insufficient funds in Merchant's Account to cover FCG's entitlements under this Agreement, FCG is granted a further security interest in all of Merchant's assets of any kind whatsoever, and such assets shall then become Secured Assets. These security interests and liens will secure all of FCG's entitlements under this Agreement and any other agreements now existing or later entered into between Merchant, FCG or an affiliate of FCG is authorized to file any and all notices or filings it deems necessary or appropriate to enforce its entitlements hereunder.

This security interest may be exercised by FCG without notice or demand of any kind by making an immediate withdrawal or freezing the Secured Assets. Pursuant to Article 9 of the Uniform Commercial Code, as amended from time to time, FCG has control over and may direct the disposition of the Secured Assets, without further consent of Merchant. Merchant hereby represents and warrants that no other person or entity has a security interest in the Secured Assets. With respect to such security interests and liens, FCG will have all rights afforded under the Uniform Commercial Code, any other applicable law and in equity. Merchant will obtain from FCG written consent prior to granting a security interest of any kind in the Secured Assets to a third party. Merchant agrees that this is a contract of recoupment and FCG is not required to file a motion for relief from a bankruptcy action automatic stay to realize on any of the Secured Assets. Nevertheless, Merchant agrees not to contest or object to any motion for relief from the automatic stay filed by FCG. Merchant agrees to execute and deliver to FCG such instruments and documents FCG may reasonably request to perfect and confirm the lien, security interest and right of setoff set forth in this Agreement. FCG is authorized to execute all such instruments and documents in Merchant's name.

Additional Collateral. To secure Guarantor's payment and performance obligations to FCG under the Guaranty, the Guarantor hereby grants FCG a security interest in:

(the "Additional Collateral"). Guarantor understands that FCG will have a security interest in the aforesaid Additional Collateral upon execution of this Agreement.

Merchant and Guarantor each acknowledge and agree that any security interest granted to FCG under any other agreement between Merchant or Guarantor and FCG (the "Cross-Collateral") will secure the obligations hereunder and under the Merchant Agreement.

Merchant and Guarantor each agrees to execute any documents or take any action in connection with this Agreement as FCG deems necessary to perfect or maintain FCG's first priority security interest in the Collateral and the Additional Collateral, including the execution of any account control agreements. Merchant and Guarantor each hereby authorizes FCG to file any financing statements deemed necessary by FCG to perfect or maintain FCG's security interest, which financing statement may contain notification that Merchant and/or Guarantor have granted a negative pledge to FCG with respect to the Collateral, and the Additional Collateral, and that any subsequent licensor may be tortiously interfering with FCG's rights. Merchant and Guarantor shall be liable for, and FCG may charge and collect, all costs and expenses, including but not limited to attorney's fees, which may be incurred by FCG in protecting, preserving and enforcing FCG's security interest and rights.

Negative Pledge. Merchant and Guarantor each agrees not to create, incur, assume, or permit to exist, directly or indirectly, any lien on or with respect to any of the Collateral or the Additional Collateral, as applicable. Merchant agrees that any summons and/or complaint or other process to commence any litigation by Fox Funding LLC/ Fox Capital INC will be properly served if mailed by certified mail, return receipt requested, to the mailing address(es) listed on page 1 of this agreement.

Consent to Enter Premises and Assign Lease. FCG shall have the right to cure Merchant's default in the payment of rent on the following terms. In the event Merchant is served with papers in an action against Merchant for nonpayment of rent or for summary eviction, FCG may execute its rights and remedies under the Assignment of Lease. Merchant also agrees that FCG may enter into an agreement with Merchant's landlord giving FCG the right: (a) to enter Merchant's premises and to take possession of the fixtures and equipment therein for the purpose of protecting and preserving same; and/or (b) to assign Merchant's lease to another qualified business capable of operating a business comparable to Merchant's at such premises.

Remedies. Upon any Event of Default, FCG may pursue any remedy available at law (including those available under the provisions of the UCC), or in equity to collect, enforce, or satisfy any obligations then owing to FCG, whether by acceleration or otherwise.

Initials: DOT 
 Initials: ASJ 

Fox Capital Group, Inc

MERCHANT AGREEMENT

Agreement dated 05/22/2017 between Fox Capital Group, Inc. ("FCG") and the Merchant listed below ("MERCHANT")
 (Month) (Day) (Year)

MERCHANT INFORMATION

Merchant's Legal Name: BETRA MFG. CO.

D/B/A: SAME

State of Incorporation / Organization: NV

Type of Entity Corporation

Physical Address: 45 AFFONSO DR City: CARSON CITY State: NV Zip: 89706

Contact Name: SUZANNE D THOMAS Contact Number: _____

Mailing Address: 47 AFFONSO DR City: CARSON CITY State: NV Zip: 89706

PURCHASE AND SALE OF FUTURE RECEIVABLES

Merchant ("Merchant" or "Seller") hereby sells, assigns and transfers to FCG ("FCG" or "Buyer") (making FCG the absolute owner) in consideration of the funds provided ("Purchase Price") specified below, all of Merchant's future accounts, contract rights and other entitlements arising from or relating to the payment of monies from Merchant's customers' and/or other third party payors (the "Receipts" defined as all payments made by cash, check, electronic transfer or other form of monetary payment in the ordinary course of the Merchant's business), for the payments due to Merchant as a result of Merchant's sale of goods or services (the "Transactions") until the amount specified below (the "Purchased Amount") has been delivered by or on behalf of Merchant to FCG.

The Purchased Amount shall be paid to FCG by Merchant's irrevocably directing and authorizing that there be only one depositing bank account, which account must be acceptable to, and pre-approved by, FCG (the "Account") into which Merchant and Merchant's customers shall remit the percentage specified below (the "Specified Percentage") of the Merchant's settlement amounts due from each Transaction, until such time as FCG receives payment in full of the Purchased Amount. Merchant hereby authorizes FCG to ACH Debit the specified remittances from the merchant's Account on a daily basis and will provide FCG with all required access codes, and monthly bank statements. Merchant understands that it is responsible for ensuring that the specified percentage to be debited by FCG remains in the Account and will be held responsible for any fees incurred by FCG resulting from a rejected ACH attempt or an event of default. (See Appendix A) FCG is not responsible for any overdrafts or rejected transactions that may result from FCG's ACH debiting the specified amounts under the terms of this agreement. FCG will debit the specific daily amount each business day and upon receipt of the Merchant's monthly bank statements on or about the eighteenth day of each month reconcile the Merchant's Account by either crediting or debiting the difference from or back to the Merchant's Account so that the amount debited per month equals the specified percentage. FCG may, upon Merchant's request, adjust the amount of any payment due under this Agreement at FCG's sole discretion and as it deems appropriate. Notwithstanding anything to the contrary in this Agreement or any other agreement between FCG and Merchant, upon the violation of any provision contained in Section 1.11 of the MERCHANT AGREEMENT TERMS AND CONDITIONS or the occurrence of an Event of Default under Section 3 of the MERCHANT AGREEMENT TERMS AND CONDITIONS, the Specified Percentage shall equal 100%. A list of all fees applicable under this Agreement is contained in Appendix A.

Total Purchase Price: \$ 105,000.00 Specified Percentage: 25 % Specific DAILY Amount: \$ 1,355.45 Total Purchased Amount: \$ 149,100.00

THE MERCHANT AGREEMENT TERMS AND CONDITIONS SET FORTH ON PAGE 2, THE "SECURITY AGREEMENT AND GUARANTY" AND THE "ADMINISTRATIVE FORM HEREOF, ARE ALL HEREBY INCORPORATED IN AND MADE A PART OF THIS MERCHANT AGREEMENT.

FOR THE MERCHANT (#1)

By SUZANNE D THOMAS

(Print Name and Title)

FOR THE MERCHANT (#2)

By _____

(Print Name and Title)

X Suzanne D Thomas

(Signature)

Sign Here

Fox Capital Group, Inc. By

(Company Officer)

Sales Associate Name:

(Signature)

Merchant Agreement Terms and Conditions

1. TERMS OF ENROLLMENT IN PROGRAM

1.1 **Merchant Disputes Arbitration.** Merchant shall execute an agreement (the "Merchant Deposit Agreement") acceptable to FCG with a bank acceptable to FCG to obtain electronic fund transfer services for the Merchant's account at the Bank approved by FCG (the "Account"). Merchant shall provide FCG and/or its authorized agents with all of the information, authorizations and passwords necessary for verifying Merchant's receivables, receipts, deposits and withdrawals into and from the Account. Merchant hereby authorizes FCG and/or its agents to deduct from the Account the amounts owed to FCG for the receipts as specified herein and to pay such amounts to FCG. Merchant also hereby authorizes FCG to withdraw from the Account the specified percentages and/or amounts by FCG defining the account. These authorizations apply not only to the approved Account but also to any subsequent or alternate account used by the Merchant. For these deposits, whether pre-approved by FCG or not, this additional authorization is not a waiver of FCG's entitlement to decline this Agreement, breached by Merchant as a result of the usage of an account which FCG did not first pre-approve in writing prior to Merchant's usage thereof. The aforementioned authorizations shall be irrevocable without the written consent of FCG.

1.2 **Term of Agreement.** This Agreement shall remain in full force and effect and the earlier "Purchase Amount" is received by FCG as per the terms of this Agreement, how ever, at any point during the term of this Agreement, Merchant may terminate this Agreement upon thirty (30) day's prior written notice (effective upon actual receipt) to FCG. The termination of this Agreement shall not affect Merchant's continuing obligation and responsibility to fully satisfy all outstanding obligations that are due to FCG simultaneous with the Notice of termination.

1.3 **Purchase Financing.** FCG reserves the right to decline the offer to make any purchase payments hereunder in its sole and absolute discretion.

1.4 **Financial Institutions.** Merchant authorizes FCG and its authorized agents to furnish to FCG with Merchant's bank, brokerage, and other financial institutions, history, information, and other data to verify Merchant's financial responsibility and history, and to provide FCG with authorization, bank or financial statement, tax returns, etc., as FCG deems necessary to file and/or obtain documents prior to or at any time.

1.5 **Execution of this Agreement.** A photocopy of this authorization will be deemed acceptable as an authorization for release of financial and credit information. FCG is authorized to update such information and financial and credit profiles from time to time as it deems appropriate.

1.6 **Authorization of Merchants.** Merchant authorizes all of their banks and brokers to provide FCG with Merchant's bank, brokerage, and other financial institutions, history, information, and other data to verify Merchant's financial responsibility and history, and to determine qualifications or consummation in this program.

1.7 **Indemnification.** Merchant and FCG jointly and severally indemnify and hold harmless each other from and against all claims, losses, damages, expenses, including reasonable attorney's fees incurred by FCG resulting from (i) claims asserted by FCG for amounts owed to FCG from Merchant and (ii) services issued by FCG to Merchant in connection with any transaction, including or otherwise information or documents provided by Merchant or FCG.

1.8 **Liability.** In no event will FCG be liable for any claim, however, arising out of or in connection with any legal theory for lost profits, lost revenues, lost business, opportunity, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is waived by both Merchant and FCG, except to the extent that Merchant fails to timely advise FCG of such claim.

1.9 **Reliance on Terms.** Section 1, 1.7, 1.8 and 2.5 of this Agreement are agreed to for the benefit of Merchant, FCG and Processor, and notwithstanding the fact that Processor is not a party to this Agreement, Processor may rely upon these terms and revise them as a defense in any action.

1.10 **Sale of Receipts.** Merchant and FCG agree that the Purchase Price under this Agreement is in exchange for the Purchased Amount, and that such Purchase Price is not intended to be, nor shall it be construed as a loan from FCG to Merchant. Merchant agrees that the Purchase Price is in exchange for the Receipts pursuant to this Agreement, and that it equals the fair market value of such Receipts FCG has purchased and shall own all of the Receipts described in this Agreement up to the full Purchased Amount as the Receipts are created. Payments made to FCG in respect to the full amount of the Receipts shall be conditioned upon Merchant's sale of products and services, and the payments therefore by Merchant's customers in the manner provided to Section 1.1 to the extent the aggregate of all amounts or portions thereof shall be construed as interest hereunder, and in the event it is found to be interest, despite the parties having specifically represented that it is NOT interest, it shall be found that no such charged or collected hereunder shall exceed the highest rate payable or less. In the event that a court nonetheless determines that FCG has charged or received interest hereunder or in excess of the highest applicable rate, the rate in effect hereunder shall automatically be reduced to the maximum rate permitted by applicable law and FCG shall promptly refund to Merchant any interest received by FCG in excess of the maximum lawful rate, as being intended that Merchant has no right or option to pay, and that FCG not receive or collect to receive, directly or indirectly in any manner whatsoever, interest in excess of that which may be paid by Merchant under applicable law. As a result thereof, Merchant hereby and willingly waives the defense of Usury in any action or proceeding.

1.11 **Power of Attorney.** Merchant irrevocably appoints FCG as agent and attorney-in-fact with full authority to take any action or exercise any instrument or document to make all obligations to FCG to Processor, or in the case of a violation by Merchant of Section 1.7 or the occurrence of an Event of Default under Section 1.10(d), or from Merchant, under this Agreement, including without limitation (i) to obtain and adjust receivables; (ii) to collect amounts due and owing to Merchant, due and owing in respect of any of the Collateral; (iii) to receive, retain, hold and collect all documents, instruments, documents or other papers in connection with clause (i) or clause (ii) above; (iv) to sign Merchant's name, any name, full or legal, or assignee, or otherwise, or to make any signature or seal or other mark, or to make payment directed to FCG; and (v) to file any actions or take any action or institute any proceeding which FCG may deem necessary for the collection of any of the unpaid Purchased Amounts from the Collateral, or where we so direct, its right to request payment of the Purchased Amount to its processor, in whole or in part, all costs, expenses and fees, including legal fees, that are payable by and from Merchant, and FCG is authorized to use Merchant's funds to pay for same.

1.12 **Notices.** Merchant and FCG shall use their best efforts to keep the Merchant and FCG informed of all changes in their respective address, telephone number, fax number, email address, and other contact information.

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1.14 **Change of Control.** Merchant will not combine Merchant's business with any other, other than as described in the Processor and FCG, nor shall Merchant change any of its places of business, absent prior written consent by FCG.

1.15 **Bankruptcy.** Merchant will file with FCG on a daily basis, 24 hours a day, its monthly financial statement, at every and all times, and from time to time, upon at least one (1) day's prior notice from FCG. Merchant, however, acknowledge and deliver to FCG and/or to any other person, firm or corporation specified by FCG, a statement certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified) and setting the modifications and, unless the date which the Purchased Amount is paid, any other changes that have been reported to FCG.

1.16 **Bankruptcy.** As of the date of this Agreement, Merchant is not involved and does not contemplate and has not filed any petition for bankruptcy protection under Title 11 of the United States Code and there has been no involuntary petition brought, or pending against Merchant. Merchant, as far as we know, it does not anticipate filing any such bankruptcy petition and it does not anticipate an involuntary petition will be filed against it. In the event that the bankruptcy filing or bankruptcy protection is or is planned under an involuntary filing Protection 2 and 3 are immediately involved.

1.17 **Warranty, Capital, Funding.** Merchant shall not enter into an arrangement, agreement or commitment that relates to or involves the Receipts, whether in the form of a purchase of a loan, loan, loan and/or the sale or purchase of credits against Receipts or future short sales, with any party other than FCG.

1.18 **Indemnification.** Merchant has good, complete, unencumbered and marketable title to all Receipts. Free and clear of any and all liabilities, items, claims, charges, restrictions, encumbrances, rights, assignments, security interests, pledges and/or encumbrances at any level or nature whatsoever or any other right or interest that may be incompatible with the transaction contemplated with or adverse to the interests of FCG. 2.12 Business Purpose. Merchant is a valid business in good standing under the laws of the jurisdictions in which it is organized and/or operates, and Merchant is entering into this Agreement for business purposes and not as a customer for personal family or household purposes.

1.19 **Defenses under Other Contracts.** Merchant's execution of, and performance under this Agreement, will not cause or create an event of default by Merchant under any contract with another person or entity.

1.20 **Good Faith, Best Efforts and Due Diligence.** Merchant and Guarantors hereby agree that it will conduct its business in Good Faith and will expand its Best Efforts to maintain and grow its business, to ensure that FCG obtains the Purchased Amount.

1.21 **Indemnification.** Merchant has good, complete, unencumbered and marketable title to all Receipts. Free and clear of any and all liabilities, items, claims, charges, restrictions, encumbrances, rights, assignments, security interests, pledges and/or encumbrances at any level or nature whatsoever or any other right or interest that may be incompatible with the transaction contemplated with or adverse to the interests of FCG. 2.12 Business Purpose. Merchant is a valid business in good standing under the laws of the jurisdictions in which it is organized and/or operates, and Merchant is entering into this Agreement for business purposes and not as a customer for personal family or household purposes.

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1.34 **Protection 4.** FCG may enforce its security interest in the Collateral identified in Article III hereof.

1.35 **Protection 5.** The entire Purchase Amount and all fees (including legal fees) shall become immediately refundable and payable to FCG from Merchant.

1.36 **Protection 6.** FCG may consent to protect and enforce its rights and remedies by lawsuit in any such lawsuit, under which FCG shall recover Judgment against Merchant. Merchant shall be liable for all of FCG's costs of the lawsuit, including but not limited to all reasonable attorney's fees and court costs.

1.37 **Protection 7.** This Agreement shall be deemed Merchant Assignment of Merchant's Lease of Merchant's business premises to FCG. Upon breach of any provision in this Agreement, FCG may exercise its rights under this Assignment of Lease without prior notice to Merchant.

1.38 **Protection 8.** FCG may debit Merchant's depositary accounts whenever debited by Merchant, including but not limited to ACH debit or credit signature, on a computer-generated check drawn on Merchant's bank account or otherwise for all sums due to FCG.

1.39 **Protection 9.** Merchant shall not assign this Agreement to Merchant's Assignee or Merchant's Assignee's Assignee, or otherwise, without the prior written consent of FCG.

1.40 **Protection 10.** Merchant's Assignee is hereby prohibited from using the term "Merchant" or "Merchant's Assignee" in any manner that may cause confusion with Merchant or FCG.

1.41 **Protection 11.** Merchant's Assignee shall not use the term "Merchant" or "Merchant's Assignee" in any manner that may cause confusion with Merchant or FCG.

1.42 **Protection 12.** Merchant's Assignee shall not use the term "Merchant" or "Merchant's Assignee" in any manner that may cause confusion with Merchant or FCG.

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1.117

Fox Capital Group , Inc.

GUARANTY

Personal Guaranty of Performance. The undersigned Guarantor(s) hereby guarantees to FCG, Merchant's good faith, truthfulness and performance of all of the representations, warranties, covenants made by Merchant in the Merchant Agreement in Sections thereof 2.3, 2.5, 2.6, 2.9, 2.10, 2.11, 2.12, 2.13 and 2.14, as each agreement may be renewed, amended, extended or otherwise modified (the "Guaranteed Obligations"). Guarantor's obligations are due at the time of any breach by Merchant of any representation, warranty, or covenant made by Merchant in the Agreement.

Guarantor Waivers. In the event of a breach of the above, FCG may seek recovery from Guarantor for all of FCG's losses and damages by enforcement of FCG's rights under this Agreement without first seeking to obtain payment from Merchant, any other guarantor, or any Collateral or Additional Collateral FCG may hold pursuant to this Agreement or any other guaranty.

FCG does not have to notify Guarantor of any of the following events and Guarantor will not be released from its obligations under this Agreement if it is not notified of: (i) Merchant's failure to pay timely any amount owed under the Merchant Agreement; (ii) any adverse change in Merchant's financial condition or business; (iii) any sale or other disposition of any collateral securing the Guaranteed Obligations or any other guaranty of the Guaranteed Obligations; (iv) FCG's acceptance of this Agreement; and (v) any renewal, extension or other modification of the Merchant Agreement or Merchant's other obligations to FCG. In addition, FCG may take any of the following actions without releasing Guarantor from any of its obligations under this Agreement: (i) renew, extend or otherwise modify the Merchant Agreement or Merchant's other obligations to FCG; (ii) release Merchant from its obligations to FCG; (iii) sell, release, impair, waive or otherwise fail to realize upon any collateral securing the Guaranteed Obligations or any other guaranty of the Guaranteed Obligations; and (iv) foreclose on any collateral securing the Guaranteed Obligations or any other guaranty of the Guaranteed Obligations in a manner that impairs or precludes the right of Guarantor to obtain reimbursement for payment under this Agreement. Until the Merchant Amount plus any accrued but unpaid interest and Merchant's other obligations to FCG under the Merchant Agreement and this Agreement are paid in full, Guarantor shall not seek reimbursement from Merchant or any other guarantor for any amounts paid by it under this Agreement. Guarantor permanently waives and shall not seek to exercise any of the following rights that it may have against Merchant, any other guarantor, or any collateral provided by Merchant or any other guarantor, for any amounts paid by it, or acts performed by it, under this Agreement: (i) subrogation; (ii) reimbursement; (iii) performance; (iv) indemnification; or (v) contribution. In the event that FCG must return any amount paid by Merchant or any other guarantor of the Guaranteed Obligations because that person has become subject to a proceeding under the United States Bankruptcy Code or any similar law, Guarantor's obligations under this Agreement shall include that amount.

Guarantor Acknowledgment. Guarantor acknowledges that: (i) He/She understands the seriousness of the provisions of this Agreement; (ii) He/She has had a full opportunity to consult with counsel of his/her choice; and (iii) He/She has consulted with counsel of its choice or has decided not to avail himself/herself of that opportunity.

Joint and Several Liability. The obligations hereunder of the persons or entities constituting Guarantor under this Agreement are joint and several.

THE TERMS, DEFINITIONS, CONDITIONS AND INFORMATION SET FORTH IN THE "MERCHANT AGREEMENT", INCLUDING THE "TERMS AND CONDITIONS", ARE HEREBY INCORPORATED IN AND MADE A PART OF THIS SECURITY AGREEMENT AND GUARANTY. CAPITALIZED TERMS NOT DEFINED IN THIS SECURITY AGREEMENT AND GUARANTY, SHALL HAVE THE MEANING SET FORTH IN THE MERCHANT AGREEMENT, INCLUDING THE TERMS AND CONDITIONS.

MERCHANT #1

By **SUZANNE D THOMAS**

(Print Name and Title)

SS# **548-46-6547**



(Signature)

Sign Here

Driver's License Number _____

MERCHANT #2

By _____

(Print Name and Title)

SS# _____



(Signature)

Sign Here

Driver's License Number _____

OWNER/GUARANTOR #1

SUZANNE D THOMAS

(Print Name)

SS# **548-46-6547**



(Signature)

Sign Here

Driver's License Number _____

OWNER/GUARANTOR #2

(Print Name)

SS# _____



(Signature)

Sign Here

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